



First Class Management welcomes you as a new resident.

We believe that a good landlord-resident relationship is important to your enjoyment of the home you are renting. Your home is managed by a professional team dedicated to the satisfaction of our residents and owners.

FCR is an abbreviation used in lieu of the full company name, First Class Realty & Management Inc. and is used throughout this Handbook.

This handbook is FCR's way of informing our residents of the vital information they need to enjoy their FCR rental experience. It will serve as your guide regarding rental payment instructions, general information, emergency instructions, and more. This handbook can also be found on our website.

The owner of the property has retained FCR as their Property Management Company and representative to manage the property you are renting. We are bound to certain responsibilities by legal contracts with our owners and with our residents. We can best serve our Customers by offering prompt service and will strive to provide you with a pleasant home.

If you have questions or concerns regarding any of the information contained in this documentation, contact our office. FCR is here to help you.

As residents, you also have certain responsibilities, so please familiarize yourself with the rules and regulations contained in this Resident Handbook and the rest of the Lease Agreement.

***We wish you a successful and enjoyable tenancy in your new residence.***

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# General Information

## CONTACT

Main Phone – 281-807-4700

Fax – 1-866-689-6931

## E-MAIL

<a href="mailto:Trish@1stclassmgt.com">Trish@1stclassmgt.com</a>	x102	Broker/Owner
<a href="mailto:Lisa@1stclassmgt.com">Lisa@1stclassmgt.com</a>	x103	General Manager
<a href="mailto:Elizabeth@1stclassmgt.com">Elizabeth@1stclassmgt.com</a>	x107	Asst. Property Manager
<a href="mailto:Ashley@1stclassmgt.com">Ashley@1stclassmgt.com</a>	x105	Property Manager
<a href="mailto:Angelica@1stclassmgt.com">Angelica@1stclassmgt.com</a>	x106	Property Manager
<a href="mailto:Amber@1stclassmgt.com">Amber@1stclassmgt.com</a>		

## OFFICE HOURS

9:00 a.m. – 5:00 p.m. Monday through Friday

12:00 – 1:00 – Closed for lunch

## ADDRESS

13803 Jarvis Rd. – Cypress, Tx 77429

## WEB SITE

[www.1stclassmgt.com](http://www.1stclassmgt.com)

## AGENCY DISCLOSURE:

In renting to you, we are acting as an agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are always bound to act in the owner's best interest while following Texas Property Law.

## FCR CORE VALUES:

We will always treat customers, vendors and each other with courtesy, respect and professionalism.

We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety high on our list of priorities.

We will not tolerate unethical behavior by our staff, vendors, residents or property owners.

## PROBLEM SOLVERS:

If you have a problem that cannot be resolved with a staff member, please email [Trish@1stclassmgt.com](mailto:Trish@1stclassmgt.com) or [Lisa@1stclassmgt.com](mailto:Lisa@1stclassmgt.com). We will be happy to meet with you and address any concern or dilemma you may have.

## MOVING INTO THE PROPERTY

### ACCEPTANCE OF THE PROPERTY:

By signing the lease agreement, you accepted the property in its present condition (AS IS). No cosmetic repairs will be done after move-in unless specified in writing in the lease agreement.

### MAILBOX KEYS:

You can pick up your mailbox key at the Post Office in your area. Call the US Postal Service at (800) 275-8777 to find out which Post Office branch services your address. They do charge to issue keys

### MOVE-IN/PICKING UP KEYS:

***Call the office to schedule your move in meeting.***

Your first month's rent must be paid in **certified funds** at the time you pick up keys.

Prorated rent, first month's rent, admin fees and pet deposits must be paid by **separate certified funds**.

### MOVE-IN INSPECTION REPORT:

At lease signing, you will be provided a Property Move-in Checklist **OR** a My Walk Thru Application.

By completing the checklist and documenting pre-existing conditions (stains, damage, etc.), **you** are protected from financial responsibility for them. It is used in determining charges to you for maintenance and repairs at the end of your lease.

To ensure that you are not charged for any damage that exists when you take possession, it is very important that the list of discrepancies you provide our office is **thorough and detailed**. For instance, if there are window coverings, specify whether they are drapes, curtains or mini-blinds.

**You are responsible for completing and returning the Property Move-in Checklist within seven (10) days after the Commencement Date of the lease agreement.** If you do not, it will be understood that there are **no** discrepancies.

Resident shall also report any pest problem within five (5) days of possession. Resident's failure to identify any pest infestation within five (5) days shall constitute Resident's agreement that the Premises has no infestation of any kind.

The Property Move-in Checklist is **not** a request for repairs and any defects noted will not be considered for repair simply by returning this document. **If needed, list needed repairs on the separate form provided to you.**

The homeowner is not obligated to make any repair, except for those which could affect the health or safety of an ordinary resident. Cosmetic repairs will not be considered.

### SATELLITE DISH/CABLE INSTALLATION:

Some HOAs require you get written permission from them before you install a satellite dish. The satellite dish must be installed in a manner that complies with the HOA's rules. Any fines assessed by the HOA due to the installation of a satellite dish are the responsibility of the resident.

**Location:** Your satellite dish or antenna **CAN NOT** be installed on the roof, exterior wall, window, windowsill, or fence.

**Removal and damages:** You must remove the satellite dish, cable, or antenna and all related equipment when you move out of the dwelling. **You must pay** for any damages and for the cost of repair and repainting which may be reasonably necessary to restore the leased premises to the same condition prior to the installation of said equipment.

### UTILITIES:

As soon as your application is approved, contact your utility companies and have them schedule your utilities to be turned on for the day you take possession of the property. We provided you with a company that will set up your utilities at no cost to you. If you fail to make said arrangements, you may be in the property without utilities for a few days before they are turned on. Residents are responsible for the cost of all utility and cable services, unless otherwise specified in your lease.

# GETTING TO KNOW YOUR NEW HOME

## LOCATION OF A/C FILTERS:

At move-in, familiarize yourself with the location of the A/C filter, which must be replaced monthly, in accordance with your lease. If there is not a new A/C filter in place contact the office. A/C Filters must be replaced once a month. There is a **\$50.00 fine** charged for failing to keep a clean filter in your grill.

## IF THE POWER GOES OUT:

- Check the breaker box for switches tripped off and reset them to the 'on' position.
- In the kitchen, bathrooms, patio, or garage check the GFI plug, (Ground Fault Interrupter). Resetting a circuit breaker or GFI will usually restore the electricity to the plug.
- If circuit breakers keep tripping, the circuits are probably being overloaded with appliances (microwave, toaster, curling irons, blow dryers, etc.)

## WATER AND ELECTRICITY LOSS:

Residents are required by the lease agreement to know the location and operation of the main water cut-off valve and all electric breaker switches; and how to switch them off, as needed to mitigate any potential damage to the property.

You can purchase a key to operate the water cut-off valve on the water meter at any major hardware store.

Take the time to know or locate the:

- Main electrical circuit breaker in the event power goes out (usually in the garage).
- Gas shut of valve — turn off during emergencies/disasters for safety
- GFI (Ground Fault Interrupter) plug(s) — so you can check them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- Electric and/or gas meters to check your utility bills
- The main water shutoff valve in case of a plumbing leak
- Water shutoff valves below the sinks and behind toilets in case of leaks
- Time bake knobs on the oven — when left on, will cause oven to be inoperable

## PAYING RENT

### NSF CHECK OR DECLINED ONLINE PAYMENT:

If we get a check returned for insufficient funds (NSF), or an online payment is declined:

1. Your account is charged a **\$45 NSF fee**.
2. If the NSF payment was for rent, your account is charged a **Late Fee** plus the **NSF fee** which includes a \$20 per day until the account is paid in full.
3. You will then have 24 hours, after notification, to pay all rent and charges to avoid eviction. If still unpaid after 24 hours, you will be served with a "Notice to Quit" (an eviction notice demanding that you pay immediately or move out).
4. FCR will then no longer accept personal checks as payment for your property unless the check was returned due to bank error.
5. All future payments must be made by Cashier's Check or Money Order.
6. Any future rents paid with a personal check will be returned to you, which may cause your rent to be considered late, and you will be charged a Late Fee.
7. This policy applies to all roommates and all payments for the property.

There are no exceptions to the above described policy.

## **CREDIT REPORTING:**

Protect Your Rental and Credit History because one day you will move out of the property, and likely, you will either rent or purchase a home. In either case, you will need good rental references and a good credit score. Avoid late rent payments, care for the property, and move out properly so we have the pleasure of being able to provide a good reference when we are asked about you.

## **ONLINE MONTHLY PAYMENTS:**

FCR offers two online rent payment systems. RentTrack or Paylease.

### **Benefits**

- Pay your bill anytime (24/7).
- Builds your credit
- Easy access to view your payment history.

**Security.** Online payments are more secure than mailing a check. Your information is password protected and all transactions are both encrypted and securely transmitted.

Before you can pay online, you will have to activate your online payment account. To receive an activation email, please email us at [info@1stclassmgmt.com](mailto:info@1stclassmgmt.com). **How does the online payment work?** It takes 2-3 business days for a payment to be processed to your FCR account. It is important to consider these processing times for your payment to be on time.

## **EVICTION NOTICE IN LIEU OF LATE NOTICE:**

If rent is unpaid by the **5th** of the month, FCR will begin eviction (Notice to Quit and Vacate) proceedings. Once eviction has started, after 3 days if the rent and all outstanding charges are still unpaid, we will order a Forcible Entry & Detainer (Eviction Suit). There will be an additional charge of \$25.00 plus filing cost added to rent due. Personal checks will not be accepted for late payments. They must be paid with certified funds or online. If the Landlord or FCR must appear in Court for an FE&D (Forcible Entry & Detainer) or like suit, the resident will incur all the associated fees, such as court cost, attorney fees, etc. FCR collection policies conform to industry standards.

## **LATE FEES:**

Our responsibility is to enforce your lease agreement and apply your rent payments to any outstanding balances first, then rent. **Any** unpaid balance will cause you to be delinquent on your rent. When this occurs, we must proceed with our standard collection action by delivering you a late notice, which becomes an additional expense. To prevent these additional expenses, please pay all your non-rent charges in a timely manner. Rent is due on the 1<sup>st</sup> and late if not **received** by the 5<sup>th</sup>. No exceptions, even if the '1<sup>st</sup>' is a Sunday or Holiday. For rent paid after the due date, there is a **\$25.00** admin fee, **\$50.00** initial late fee, and **\$20** per day until the account is paid in full. Rent must also be paid in certified funds when it is late. We encourage you to pay the rent by the 1<sup>st</sup> to avoid paying any late fees.

## **PAYING AT THE OFFICE:**

To assure that your payment is received by the 1<sup>st</sup>, you may want to bring it to the office. Office hours are 9:00 a.m. to 5:00 p.m., Monday through Friday. A convenient drop box, located next to the front door, is available for afterhours use. **If you use the drop-box, call our office to confirm rent payment was received and applied to your account.**

## **PERSONAL CHECKS:**

Personal checks are acceptable at any time before the 5<sup>th</sup> of the month. After the 5<sup>th</sup>, certified funds are required and must include the late fees. Certified funds are also required if a check has been returned for non-enough funds or any other reason. FCR will notify you if your personal checks will be refused. Be sure to indicate the property address for which you are paying rent, otherwise we have no way of knowing where to apply it and it could be applied late.

## **USING THE MAIL:**

You may mail your rent to FCR. However, if received after the 5<sup>th</sup> of the month the late fees will be due. It is the resident's responsibility to confirm rent payment has been received and applied to your account.

# PROPERTY MAINTENANCE

## AFTER-HOURS MAINTENANCE CHARGES:

Our contractors expect additional compensation for working weekends, holidays or after normal business hours. Unless it is an emergency, when you schedule after-hours maintenance, you will be responsible to pay the after-hours premium charges. They have families just like you, and prefer not to be working evenings, weekends and holidays. So, if you require a special appointment time with a repairman and it results in the repairman billing us an extra fee, you will be charged that amount which exceeds the regular service fee.

## EMERGENCY MAINTENANCE:

FCR has an answering service for after-hours maintenance emergencies.

**IMPORTANT!!!** Identify emergency repairs from those which are not. Do not call the emergency line for non-emergency repairs. We define an emergency as anything that threatens the health of the occupants or destruction of the property like flood, fire, sewer back up, burst water pipes, burst water heater, etc. For emergencies call **832-845-4317**

### 1. Emergency Examples

Fire, flood, sewage back up, broken water pipes. If the emergency is life threatening, call 911 immediately! For water emergencies CUT OFF your water before you contact our firm.

### 2. The Following are NOT Emergencies

Broken air conditioning IS NOT an emergency. However, put in the request asap to get first in line for service. Refrigerator out, locking yourself out of the house, power or gas off, oven not working, the heating out, water heater out, broken windows and doors, toilet or plumbing stoppage, broken appliances (FCR is not liable for loss of food caused by appliance break down).

## HOW TO SUBMIT A WORK ORDER REQUEST:

Because we put such a high priority on keeping the property in good condition for the enjoyment of the resident, we make it easy to request maintenance at your Resident Portal, at [www.1stclassmgt.com](http://www.1stclassmgt.com), or fax to 866-689-6931.

As per your lease, all requests for routine and non-emergency maintenance **must be made in writing**, providing your name, daytime and evening telephone numbers, address and specific problem or repair. Your requests will be handled in the order that they are submitted.

Non-emergency repairs are done during normal business hours (9:00 a.m. to 5:00 p.m., Monday through Friday).

If you have a valid emergency that cannot wait until the next business day, call 281-807-4700 **x103**.

## MAINTENANCE PERSONNEL:

Maintenance personnel are not employees of our company, consequently we do not control their work hours.

Please advise us if a repairman does not arrive, or if the work is not completed in a professional and satisfactory manner.

## RESIDENT DAMAGES/MAINTENANCE CHARGE-BACKS:

Repair for damages caused by your neglect, abuse or misuse will be charged back to you **in full plus a \$10 admin fee**. We will rely on the servicing contractor to tell us what caused the problem.

A few examples of misuse include, clogged plumbing due to grease poured into the sink or items dropped in the toilet (toys, brushes, diapers, napkins, any personal items) or a jammed garbage disposal. The plumbing repair cost will be your responsibility. This is not considered equipment failure and you should do everything you can to handle these issues yourself. Unless the contractor indicates it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume the problem was caused by misuse, and not be a defect of the property. Clogged plumbing is your responsibility. Damages caused by abuse or misuse will always be charged to you.

## **MAINTENANCE CHARGE-BACKS:**

If the contractor we send to the property tells us the need for maintenance is due to your negligence, abuse, or something easily remedied like pushing in a GFI switch, flipping a tripped circuit breaker, resetting a garbage disposal or replacing T-stat batteries, you will be billed for maintenance invoice plus a \$10 admin fee. Failure to pay the bill will result in an outstanding balance on your account, which will need to be paid with your next rental payment, or sooner.

## **RESIDENT'S MAINTENANCE RESPONSIBILITIES:**

**The resident is required to promptly notify FCR of all needed repairs.**

Failure to inform FCR of water leaks or any condition that results in damage to the property will cause the resident to be held liable for the cost of repair of subsequent damage! Telephone notification is **only** acceptable in cases of danger to person or property. Written notification is required for all non-emergency repairs, by the lease agreement.

Renting a house is not like renting an apartment. FCR does not have a maintenance handyman living in your neighbourhood to run to the property and fix things immediately. There are some items that you can take care of yourself such as clogged garbage disposals, GFI switches that need to be reset and minor items.

It is your responsibility to cooperate by allowing the landlord's repairman in the property for scheduled maintenance and repairs. Be sure to call FCR at least a day before, if you are unable to keep your scheduled appointment; failure to do so will mean a **\$75 charge** to you. Damages caused by abuse or misuse will be charged to you. We will rely on the servicing contractor to tell us if you caused the problem.

## **RESIDENT RENOVATIONS OR REPAIRS:**

If you call a repairman, we **cannot** reimburse you. As per your rental agreement/lease, residents may not do major repair or alterations. If you want to make a special request to do any renovation or repair to the property:

- Submit your request in writing **before** making any changes.
- Do not proceed with any work until you are notified by FCR.
- FCR will ask the owners and to determine if the request is acceptable.
- FCR may be required to obtain an estimate for restoration of the renovation.
- Sign an FCR agreement regarding the alteration/repair.

If the request is accepted, you must do one of the following prior to returning the keys after you move-out.

**Either:** Leave the alterations (if this is part of the owner's condition of acceptance of alteration/repair).

Or: Return the property to its original state (if this is part of the owner's condition to accept the alteration/repair) and pay for any necessary repairs to restore the alteration/repair to its original state.

This includes, but is not limited to, basketball hoops/equipment, painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences, utility buildings etc.

## **CRITICAL ISSUES OF THE LEASE**

### **COMMUNICATION:**

You are **required** to provide FCR with your most current work, cell and home telephone numbers, (including non-published numbers) and your e-mail address. Please notify the office of any changes.

FCR is your management company and will be your only contact during your tenancy. If someone calls or shows up at your door claiming to be the owner (or agent representing the owner or lender), you should be suspicious and not invite them into the home. Don't assume they are who they say they are. Always protect yourself from people who claim to have some authority over the property. The hard and fast rule you should follow is...if anyone contacts you about the property, always refer them to **FCR** and we will handle them.



## **EARLY TERMINATION:**

FCR's primary responsibility is always to act in the owner's best interest. However, we understand that at times extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement.

**Option 1:** Is to find your own replacement resident (that is acceptable to FCR). The charge for Option #1 is you are responsible for the rent up until the day the owner begins receiving rent from the new tenant. Tenant must leave home in the condition it was in when he/she took possession and professional house and carpet cleaning with paid receipts to the landlord. Plus, a \$75.00 admin fee.

**Option 2:** Is to hire FCR to find a replacement resident for you. The charge for Option #2 is you are responsible for the rent up until the day the owner begins receiving rent from the new tenant. Tenant must leave home in the condition it was in when he/she took possession and professional house and carpet cleaning with paid receipts to the landlord. Your security deposit will apply to commissions paid to release the property.

**You may exercise one of these options provided the terms and conditions set forth below are satisfied:**

(a) Resident(s) are responsible for all rent due until the property is re-leased and the new resident(s) have started paying rent or until the expiration date of your lease, whichever is sooner.

(b) Resident(s) are responsible for water, electric, yard maintenance, and **all** other obligations of the lease until a replacement resident has executed a new lease agreement.

Please note: The re-letting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is. Our time, effort, and expense in finding and processing a replacement resident.

The re-letting charge does **not** release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

## **FAIR HOUSING:**

FCR is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws. FCR and its staff have a legal obligation to treat everyone in a consistent manner. We understand that from time to time residents have financial difficulties, health problems or other emergencies. Although we sympathize with the situation, we are legally bound to follow and enforce the stipulations of the lease agreement.

## **LAWN CARE:**

One of the differences you have when renting a house (as compared to a town home or apartment) is you are responsible for lawn care. Unless there are special arrangements to the contrary, your lease says **"it is your responsibility to maintain the lawn, trees, weeds, trimming" etc.** Your failure to do so can create serious problems for HOA and the homeowner. There could be fines assessed to the owner and charged back to you. Not everyone has a green thumb, so it may benefit to hire a lawn care company. Whatever it takes, it is your responsibility to keep the lawn looking good.

## **LEASE EXPIRATION/RENEWALS:**

During the last forty-five (45) to thirty (30) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal. It is crucial that you return this notice to us in a timely manner. The lease renewal must be processed before the end of your original lease period, to keep you from paying more. Any delay will cause your lease to be on an automatic month to month status, at a higher rental rate, effective the 1<sup>st</sup> of the month after the lease expiration. Renewal are sent through DocuSign to your e-mail address. There is a \$25 fee to mail out a lease renewal. Inhouse signing is available.

## **MARKETING DURING THE NOTICE PERIOD:**

Because the property may be listed for sale or lease during this time, it must be available during reasonable hours for showing and well kept. You will be called, e-mailed or texted before each showing, however, if there is no answer or no answering system, the call is still considered notice. Licensed agents are the only persons allowed to show the home and use the lockbox. The lockbox keeps a record of who has entered your home.

**MINIMUM SHOWING CONDITIONS:**

- All beds made and rooms neat
- Floors recently vacuumed, clutter free
- Kitchen, baths and sinks clean and empty
- Walls clean and unmarred
- Animals out of the way, litter boxes clean and odor free
- Lawn mowed, trimmed, and in good condition

Failure to allow agent showings to prospective residents or buyers during this period will result in a \$75 per occurrence fine.

If you desire not to have the property shown, you may pay an additional amount, as dictated by your lease, for us not to have the property shown during this period.

**Please do not allow any prospective residents to enter your home unless accompanied by a real estate agent.**

**OCCUPANTS/ROOMMATES:**

Only those persons listed on the lease agreement have permission to occupy the premises. A reasonable number of guests may also occupy the premises without prior written consent if their stay is limited to (14) days; after that they become unauthorized occupants. FCR holds you responsible for all occupants and guests, and their behavior.

We must know who is occupying the property regardless of their age and they must be named on your lease agreement. If at any time you wish to add or change an Occupant, and he/she is 18 years of age or older, application must be made first (and fee of **\$35** paid), and approval obtained through our office.

Residents must abide by the decision of FCR to add anyone to the Lease Agreement.

Failure to fulfil the above-mentioned requirements may result in termination of your lease.

**PETS:**

No pets may be kept on the property, even temporarily, without FCR's written authorization.

If you wish to obtain a pet after you have possession of the property, you must apply through our pet screening process before the pet is allowed on the property.

Any unauthorized pets found on the property can result in eviction and/or charges of **\$500.00 plus \$50** per day per pet. Pets also include fish in aquariums larger than 10 gallons, mammals, birds and reptile.

**RESCHEDULING APPOINTMENTS/DENYING ACCESS:**

We always make the effort to contact residents either by phone or by mail before we enter the property. Sometimes problems arise in setting up inspections or scheduling maintenance. Consequently, if you cause the need for rescheduling by not keeping an appointment, you will be charged a \$75 rescheduling fee. If you break, or reschedule two appointments, we will just use our key to get in, and charge the fee again.

If FCR is denied or is not able to access the property because of your failure to make the property accessible, you will be charged a fee of \$75, for not cooperating. The lease agreement gives the homeowner's agent permission to enter the property after trying to contact you as well as the right to place and use a lockbox during the last days of the lease or any extension of same.

**RIGHT OF ACCESS:**

Our policy is always to respect your right of privacy, and we will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do periodic surveys, address needed repairs, and to market the property. The lease gives us this right. Unless it is an emergency, FCR will notify you prior to any visit because we respect your privacy and understand your need to control what happens in your home. Courtesy will always drive us, so don't worry about someone stopping in unannounced unless water is flowing out the front door or some other disaster is threatening.

## **ROUTING PROPERTY REVIEWS/VISITS:**

FCR will order periodic reviews of each property. You will receive written notice, via email, with the dates and times of the visit. On the day of the assessment please put your animals in a crate or in the garage for the appointed day. These assessments normally occur once or twice per year based on owner's request.

## **SUBLETTING:**

Subletting is when you "move another person in" to share the rent (without adding them to the lease), or "move out and let someone else pick up the rent." There is no subletting allowed. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of you needs to move out, coordinate it with FCR directly.

We have a procedure to add a resident to the lease. Contact your management team on how this can be accomplished.

## **VIOLATION NOTICES:**

We spend a great deal of time notifying residents of lease violations and following up to make sure that the violations are corrected. Consequently, we charge a \$35 fee for sending a lease violation notice. A few examples of lease violations are: not maintaining the yard, not keeping flower bed clean, not keeping weeds out of expansion joints, trash cans in view from the front of the property or left out on non-trash pick-up days, not changing or using the incorrect A/C filter, and not replacing batteries as needed in smoke alarms. These as well as all the other rules listed in this handbook or stipulated in the lease agreement.

# **HOUSEKEEPING**

## **A/C FILTERS:**

As stated in the lease agreement, you are responsible for supplying and changing the air-conditioning filters **at least once a month**. We require that you use the correct size pleated style filter (unless there is a permanent filter in the unit which requires monthly cleaning), installed in the correct position for the proper air-flow (See arrows on filter).

A clean filter prevents serious damage to the motor, compressor and other parts of the AC/Heating unit. A dirty filter reduces the efficiency of the A/C and heating unit requiring it to work harder increasing your electric bill; and shortening the operating life.

Any cleaning required, or damage done to AC/Heating units caused by failure to perform mandatory changes of the filter will be charged to the resident. The repair technician will make this determination. A \$50 fine is issued when filters are not replaced on a monthly basis.

We recommend you change the filter when you pay your rent and buy several at one time to have them on hand.

## **CLEANING AND CARE OF THE HOME:**

Resident is responsible for keeping the property clean, odor free, and orderly inside and out.

### **Dishwasher: It is important that you use only dishwasher specific products.**

- Do not use dish soap or laundry detergents; they will cause the dishwasher to overflow.
- Run dishwasher at least once each week or the seals dry up and the motor can be ruined.

**Carpets and Floors:** Clean up spills, pet accidents, etc. promptly. Vacuum carpets and sweep and mop floor regularly.

- Have carpets steam cleaned as needed. (Contact FCR for a list of Carpet Cleaning Companies)
- Use only approved cleaners on vinyl floors. (Do not use wax).

**Hardwood Floors:** Use appropriate cleaners only.

- Wood and laminate floors must **not** be wet mopped or have liquids left on them.

**Bathrooms:** Report any leaks immediately.

- Please notify the office if the caulked areas around your bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to your home.
- Do not use abrasive cleaners, steel wool, or scouring powder to clean any tubs, marble sinks, counter tops, or **any** fixture. Using these items ruin the finish. Instead use 'Soft Scrub' or other nonabrasive cleaners.
- Prevent mildew & mold from accumulating by: Using exhaust fans during and after showering, keeping bathroom property ventilated, and by treating immediately with products such as 'Tilex.'

## **FIREPLACE USE:**

If there is a fireplace on the property, it is available for your use.

However, before putting it in use, call FCR so we can have it inspected and if needed, cleaned. You will then be responsible for having it inspected, and if necessary, cleaned by a certified "chimney sweep" when you move out.

Proper Use of Fireplace:

- **Before** starting the fire open the damper.
- Close the damper securely **only** when the fire is out, and ashes are cold.
- If smoke is coming into the room, put out the fire **immediately** and vent the house.
- Use hard woods, like oak or mesquite rather than soft woods like pine or cedar (Soft woods cause sparks and a build-up of creosote in the flu)
- **Never** use fire starters such as lighter fluid or kerosene and not gasoline.
- **Never** burn trash or Christmas trees in the fireplace.
- **Always** use a log grate. It positions the fire properly and ensures a good flow of air to and around the fire.
- Always use a fireplace screen to prevent damage to the carpet and to reduce the possibility of a fire spreading into the room.
- **Never** leave a fire unattended or with unattended children.
- **Always** use a metal ash container for the removal of coals and ashes and be sure the coals are cold. **Never** put warm coals in a garbage can, paper bag or any flammable container.

Resident must not stack firewood next to the house, any building or wooden fencing. Doing so promotes the infestation of wood destroying insects.

## **GARBAGE DISPOSALS:**

- The garbage disposal is a convenient appliance, if used properly.
- **Remember: If you can't chew it, your disposal can't chew it!**
- It must be used appropriately. For instance, it was not created for: bones, grease, fat, oil, meat, vegetable and citrus, peelings, etc.
- If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve it. (Never stick your fingers in a running disposal.)
- The disposal is self-cleaning, but occasionally adding baking soda will help to reduce odors.
- Never use caustic drain cleaners.
- If the motor whines, turn the switch off and unjam the disposal. A special tool may be required, and your local hardware store should carry it. There is a reset button on the bottom outside of the disposal. You will be charged for maintenance service if the disposal is only jammed, clogged, or the safety button has not been reset.

## **GARBAGE AND RECYCLING CONTAINERS:**

- Trash must be placed in proper containers in accordance with city and/or country policy and may be placed at the curb the night before the weekly collection. They must be removed the evening of that day and stored out of sight on non-collection days. Toxic waste such as paint, oil, antifreeze, solvents, and batteries must be disposed of in accordance with the rules and regulations set forth by the city and county.

## **MOLD/MILDEW:**

Every house has some mold, and it's been around since the beginning of time. Most of it causes no health risk, but you always need to watch out for it. If you keep moisture in the house low, the shower tile clean and the refrigerator wiped down, you'll probably never see any. You executed a 'Mildew Addendum' before you took possession of the property that teaches you how to deal with mold and mildew. Read it carefully.

## **NO SMOKING:**

- Smoking is not allowed inside the property or the garage. There is a \$200 fine assessed for smoking in the property at any time.
- We will rent to residents that smoke, but we require them and their guests to smoke outside.

## **PEST CONTROL:**

- You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents, etc.), except termites.
- Since you are our eyes on the property, please let us know if you see any termite activity. They usually swarm in the spring and you can't miss them. Please notify our office immediately if you notice any signs of what you believe may be termites.
- Please do not store wood against the exterior of the house.

## **RAIN GUTTERS:**

If the property features gutters, they must be cleared of debris on a regular basis, to prevent damage to eaves and cornices. Gutters must also be left clean at move-out.

## **REFRIGERATORS:**

Many owners do not warrant the refrigerator. (Check your lease agreement.) If the property has a non-warranted refrigerator and it becomes inoperable, it will be your responsibility and expense to repair it.

- Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can update our records and arrange its removal.
- **Do not** dispose of an inoperable unit without written permission from FCR unless it is yours.
- If you have your own refrigerator that you wish to use and there is a refrigerator already in the property, contact management regarding proper storage of the owner's unit. If you store it in the garage, it will need to be kept plugged in and running.
- Any loss of food due to a malfunctioning or inoperable refrigerator is solely at the resident's expense. Owners are not obligated to reimburse residents for lost or spoiled food.

## **SMOKE DETECTORS:**

**Your safety is very important to us.**

- Residents must test the smoke detector within one hour after occupancy and inform FCR immediately if it is not working properly. Smoke detectors are for your safety, please test them every thirty days and replace batteries as necessary. Normally the smoke detector will emit a beeping sound when the batteries are losing their charge.

## **THERMOSTATS:**

**Do not switch your thermostat setting quickly, from COOL to HEAT, or from HEAT to COOL.** First switch the thermostat to off, and wait until it stops running, then switch to HEAT or COOL. Failure to follow this precaution may result in permanent damage to your unit. You could be charged for the repair and/or replacement. In hot weather, set the selector switch to "COOL" and set the fan switch to "AUTO." Set the controls between 75 and 80 degrees to provide maximum cooling. Setting them lower will not cool your home any faster. If your thermostat stops working, try changing the batteries before sending in a repair request. Do NOT run your system on "ON". Always use AUTO.

## **WATERING YARD AND FOUNDATION CARE:**

**It is of crucial importance that the foundation and yard be watered regularly.**

Foundations are prone to shifting because our clay-like soils shrink and swell due to moisture changes after drought. Consequently, we must water the foundation as well as the yard appropriately to prevent the foundation from shifting and cracking.

When watering the yard, ensure the sprinkler is putting water against the base of the foundation. Leave the water on for 30 minutes to one hour, weekly in the spring and summer between rain fall. The best time to water is early morning or late in the evening. Make sure you are watering around the entire foundation uniformly. If the soil is pulling away from the foundation, you are not watering enough. During drought conditions, observe water rationing rules and all restrictions. Please refer to your local water company to determine what "Stage Restrictions" apply and the appropriate watering times and dates, for your address.

## **WINTER CONDITIONS:**

It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below freezing could cause unprotected water pipes to freeze and burst.

When the outside temperature falls below 32 degrees Fahrenheit, you are responsible for protecting the premises by having taken steps to reduce the likelihood of frozen plumbing.

In the event of severe, freezing weather, please observe these precautions:

- **The heat must be maintained at a minimum of 65 degrees F.** to protect the plumbing from freezing.
- Exterior faucets and exposed water lines must be adequately protected by insulating, wrapping, or covering.
- Allow inside and outside faucets to slowly drip. Drip both HOT and COLD water.
- If you are going to be away from the property for the day or an extended period, it is very important that you do not turn the heat off. Please leave the thermostat setting no lower than 65 degrees minimum.

These precautions are essential to avoid the risk of substantial damage to the property and your possessions from broken pipes due to freezing temperatures. If damage results from your failure to exercise these precautions, you may be liable for damages to the property.

## **YARD MAINTENANCE:**

You are responsible for the continual upkeep of the lawn, shrubbery, and trees. This includes cutting, weeding, edging, trimming, reseeding (as needed), watering and trimming trees and shrubs. **The lawn must not be higher than 6 inches.**

The areas around the driveway, sidewalks, curbs and gutters are part of the yard and should be kept free of weeds, leaves and debris. Remember, the exterior appearance of the home reflects the living conditions of the residents.

## **HOMEOWNER ASSOCIATION ISSUES**

### **ACCESS TO AMENITIES:**

Occasionally there are keys, passes and codes to gain entry to the community amenities. If you have trouble with any of them, let us know and we'll help you secure them. HOAs often try to prevent residents from using the amenities, and there's nothing we can do to change that. Friendliness and cooperation usually help a lot in getting help with these things.

### **RULES AND REGULATIONS:**

Most homes in Houston and surrounding areas are in mandatory Home Owners Associations. HOAs are very aggressive about enforcement of their rules, so resisting them will only cause you grief, and cost you money.

Most common HOA rules are also conditions (or rules) of your lease agreement. Examples include: proper maintenance of the yard (mow, edge, weed treatment, trim of hedges etc.), storage of garbage cans (store out of sight), vehicle parking on unauthorized areas (such as grass) and improper storage of boats and trailers. These are just a few of the most common resident violations of the HOA that could cause you to be charged fines.

## MISCELLANEOUS

### KEY-LESS DEADBOLT:

The purpose of the key-less deadbolt is to protect you while you are **inside** the property. It is not intended to protect your possessions while you are away. When you leave the house, be sure that the key-less deadbolts are disengaged. This will prevent you from being accidentally locked out of the property. If a garage door opener or the door lock malfunctions while a key-less deadbolt is engaged, it will be impossible to enter the property with a key, and you will be responsible for all costs to enter the property.

### LOST OR MISPLACED KEYS/REKEYING:

Should you lose your keys or lock yourself out, in some cases, we have a duplicate set of keys available at the office.

**Only those on the lease can pick up keys and identification is required.** The cost of the key is \$15.00 and will only be available during normal business hours. If you lock yourself out after hours you will need to contact a locksmith at your expense.

Residents are not allowed to change the locks without landlord's permission. A \$100 fine will be assessed if landlord is not properly notified of any rekeying and provided a copy of the key.

### MAINTENANCE REIMBURSEMENT:

Generally, FCR assigns a vendor to perform work you request in your residence. However, if after contacting FCR about arranging a minor repair yourself, and FCR has agreed to reimburse you:

- First pay the bill and send the receipt to FCR. You will be reimbursed the agreed amount.
- Do **not** deduct the amount from your rent.

### REFERRALS:

If you refer someone to FCR who then Buys, Rents, Sells, or has their Property Managed within the company, we will give you a **\$50** Gift Certificate!

### RENTAL VERIFICATION:

We often receive requests from mortgage companies and other landlords wanting a verification of a resident's rental history. Proper notice must be given before we can release this information and your signature must be on the request.

### RENTER'S INSURANCE:

The home is covered for the homeowner by his insurance policy, but your personal property is not. We strongly encourage you to maintain renter's insurance while you are in the property. Contact your insurance carrier to obtain a policy. We can testify that without renter's insurance, you are risking a lot. Renter's insurance **covers you for any loss of your personal property due to theft or casualty damage.** If you don't have renter's insurance, you may lose everything! The Landlord isn't held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions.

### LIABILITY INSURANCE

Some owners may require that the tenant maintain liability insurance and list the owner as additional insured. If your lease requires this insurance, you will be notified prior to moving in or 30 days before a lease renewal. Some renter's insurance policies can add liability for an owner.

## BUYING A HOME

### HOME OUTSIDE FCR:

FCR will also be happy to assist you in purchasing **any** new or pre-owned home, including those not managed by FCR. We have several real estate agents specializing in Houston and the surrounding areas willing to represent you in the purchase process (at no cost to you). This can happen when you give your notice to vacate, per your lease requirements, or in the event you want to **MOVE** sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you of the process ahead of time, so you can plan accordingly. Contact us about our closing cost assistance plan.

### THE HOME YOU'RE RENTING:

FCR will be happy to assist you in purchasing the home you are leasing provided the owner is willing to sell and all parties agree to the terms. A sale of this type could take place at any time during your residency; it would not necessarily have to coincide with the end of your lease term. If you are interested in purchasing the home you're currently leasing, please contact your property manager.

## MOVE-OUT PROCESS

### CARPET CLEANING:

Residents are required to have the carpets **professionally cleaned** after move-out. This must be done after you have completely removed all your belongings and vacated the property. A receipt from a professional carpet cleaning company must be provided to us when you turn in your keys.

**Do not** rent machines from a store or use home cleaning machines. Only professional cleaning is acceptable.

Be sure to have any spot treatments or pet treatments done as needed. If there is any Pet Odor after you have vacated the property you will be responsible for the cost to remove it. If you hire a carpet cleaner other than the ones we use, be sure they will guarantee their work to FCR standards and satisfaction.

You may contact FCR for a list of carpet cleaning companies.

### GENERAL CLEANING:

Leave the property clean throughout the interior and the yard. Accumulated dirt and grime are not normal "wear and tear."

- This includes: floors, windows, (inside and out), window sills and door casings, mini-blinds, wipe out drawers, shelves, all appliances, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, remove cobwebs inside and outside, etc.
- Pick up debris and animal feces in the yard and dispose properly.
- Close and lock all windows and doors.
- Cut the lawn, weed the flower beds, edge, trim the shrub, and sweep patios/decks and paths.
- Driveway and garage floor must be cleaned of any grease and oil stains.
- Gutters cleared of any dirt and leaves.

### HOW DO I GET MY SECURITY DEPOSIT BACK?

Our greatest desire is to give you all your security deposit back. You can control this by turning over the property on time, taking great care of the home during your residency, making sure that it is clean and free of debris, and by having the carpeting and house professionally cleaned after you have moved out.

Be sure that you understand what your responsibilities are for cleaning and preparing the property for move-out. Please read our 'Move-out Guidelines' carefully. You can obtain a copy at [www.1stclassmgt.com](http://www.1stclassmgt.com) under 'Resident Documents,' or at our office.

**Painting and Nails:** Please remove all nails on walls. Do not fill holes caused by picture hangers or touch up paint without approval. If you paint or fill holes and it does not match, you will be charged for all necessary repair and repainting.



## **NO TIME TO CLEAN HOUSE, ETC.?**

We have reliable people who can do these things for you. We are happy to help. However, if you don't handle this, we will deduct the cost of the invoices from your security deposit. Carpet and flea treatment receipts must be provided at time of move-out inspection.

## **RESPONSIBILITIES IF YOU HAD A PET:**

FCR's 'Pet Addendum' calls for some specific items that you must do at move-out if you had a pet:

1. Have the carpets professionally cleaned and deodorized. Turn in a paid receipt from a professional cleaning service when you hand over possession of the property.
2. Have the carpets professionally treated by a pest control company for flea removal. Even if you believe your pet did not have fleas, this is required as part of your pet addendum. Have the receipt ready for FCR at time of move-out or FCR will charge for this item.
3. Remove all evidence of the pet including food dishes, pet hair, leashes, pet waste, holes in the yard, and repair any damage caused by the pet.

## **RETURNING THE KEYS:**

Until your keys are received by FCR, you are in possession of the property. It is not enough to be moved out, you must also deliver the keys to turn over the property to FCR and end your tenancy. This step must be completed timely (by the end of your final month) to end your lease and avoid additional cost to you. **All furnishings must be removed, and all cleaning accomplished**, before the keys are returned to FCR. There is a **\$100** fine for failing to return keys to our office.

Residents are not permitted back on the property after vacating and turning over the keys.

## **WHAT HAPPENS IF I LIMIT AGENT SHOWINGS?**

During the final days of your occupancy it is important that you continue to comply with your lease agreement, especially as it relates to making the property available to be previewed by prospective buyers or residents. If you attempt to limit or restrict access between 9:00 a.m. and 7:00 p.m. daily for showing, you will be fine **\$75** per occurrence and possibly be in default of your lease and forfeit your security deposit.

## **WHAT HAPPENS IF I AM NOT 'OUT' ON THE DATE EXPECTED?**

You must obtain an extension in writing from FCR to remain in the property after the move-out date. Otherwise, this will be treated as a "holdover" and you will be responsible to the owner for three times the normal rent and legal damages per your lease agreement; which reads as follows:

"Resident will pay Landlord rent for the holdover period and indemnify landlord and prospective Resident for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorney's fees. Rent for any holdover period will be three (3) times the monthly rent, calculated daily, and will be immediately due and payable daily without notice or demand."

## **WHAT HAPPENS IF MY DEPOSIT IS INSUFFICIENT TO PAY ALL I OWE?**

You must decide to settle your account within 30 days of your move-out. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to our Collection Agency.

## **WHERE WILL THE SECURITY DEPOSIT CHECK BE MAILED?**

The deposit will be mailed to the address that you give us in writing **via certified mail**. If no address is given in writing, we will mail it to the property and rely on the postal system to forward it to you. If there are roommates, all names must appear on the check. If you fail to pick up your check and it is returned to First Class Realty, then you must come to our office in person to obtain the check.